

DOCKET NO. 4:08cv587TCM	DATE FILED April 25, 2008	U.S. DISTRICT COURT EASTERN DISTRICT OF MISSOURI
PLAINTIFF  AVANTE INTERNATIONAL TECHNOLOGY, INC.		DEFENDANT  PREMIER ELECTION SOLUTIONS, INC., ET AL.
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 6,892,944		SEE ATTACHED COMPLAINT
2 7,077,313		
3		
4		
5		

DATE INCLUDED	INCLUDED BY	
	<input type="checkbox"/> Amendment	<input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
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DECISION/JUDGEMENT		
CLERK	(BY) DEPUTY CLERK	DATE

**Copy 1—**Upon initiation of action, mail this copy to Director    **Copy 3—**Upon termination of action, mail this copy to Director  
**Copy 2—**Upon filing document adding patent(s), mail this copy to Director    **Copy 4—**Case file copy

# **EXHIBIT A**



*Technology Corporation vs. Premier Election Solutions, Election Systems and Software, Inc. and Sequoia Voting Systems Inc.*, filed in the Eastern District of Missouri at 4:06cv0978 TCM (Docket Nos. 184-186 at ¶¶3 therein each).

4. Premier and Sequoia have also conducted business in this district by offering for sale and selling voting equipment at least in St. Louis and St. Louis County, both of which reside in the Eastern District of Missouri.

5. Further, upon information and belief, Premier and Sequoia have infringed, contributed to the infringement of, and/or actively induced others to infringe Avante's patents in this district as alleged in this Complaint.

6. Venue is proper under 28 U.S.C. §§ 1391(b), 1391(c) and/or 1400(b), in that a substantial part of the events giving rise to Avante's claims occurred in the Eastern District of Missouri and each defendant is subject to personal jurisdiction in the Eastern District of Missouri (and thus for purposes of venue each defendant resides in the Eastern District of Missouri).

#### **PARTIES**

7. Avante is a corporation organized and existing under the laws of New Jersey, having its principal place of business at 70 Washington Road, Princeton Junction, NJ 08550-1012.

8. On information and belief, and after a reasonable opportunity for further discovery, Premier is a corporation existing under the laws of Ohio, having its principal place of business at 5995 Mayfair Road, North Canton, Ohio USA 44720-8077.

9. On information and belief, and after a reasonable opportunity for further discovery, Sequoia is a corporation existing under the laws of Delaware, having its principal place of business at 7677 Oakport St., Ste. 800, Oakland, California 94621.

#### **THE PATENTS-IN-SUIT**

10. The '944 patent entitled "Electronic voting apparatus and method for optically

scanned ballot” was duly and legally issued on May 17, 2005.

11. The inventor of the '944 patent is Kevin Chung, the CEO of Avante.

12. Avante is the assignee of the '944 patent.

13. The '944 patent is valid and enforceable and has been at all times relevant to the instant action.

14. The '313 patent entitled “Electronic voting method for optically scanned ballot” was duly and legally issued on July 18, 2006—after the initial complaint was filed in this action.

15. Kevin Chung, Victor Jun Dong and Xiaoming Shi are the inventors of the '313 patent.

16. Avante is the assignee of the '313 patent.

17. The '313 patent is valid and enforceable and has been at all times relevant to the instant action.

#### **THE INFRINGERS**

15. Premier makes, uses, sells and offers for sale voting equipment that images and counts paper ballots including, but not limited to, the CTS-2 system. Upon information and belief, Premier also is in the process of developing additional voting equipment that images and counts paper ballots.

16. Sequoia makes, uses, sells and offers for sale voting equipment that images and counts paper ballots including, but not limited to, the Dominion Voting ImageCast Systems (precinct and central count). Upon information and belief, Sequoia also is in the process of developing additional voting equipment that images and counts paper ballots.

#### **COUNT II** **PREMIER PATENT INFRINGEMENT UNDER 35 U.S.C. § 271 OF THE '944 PATENT**

17. Avante incorporates by reference the allegations of paragraphs 1-16.

18. Premier has directly or indirectly infringed the '944 patent by making, using, selling, and/or offering for sale products that image and count paper ballots, including, but not limited to, Premier's CTS-2 system. Examples of Premier's equipment are attached as **Exhibit C**.

19. Upon information and belief, Premier has also contributed to the infringement of the '944 Patent, and/or actively induced others to infringe the '944 Patent, in this district and elsewhere in the United States.

20. Premier has caused and will continue to cause Avante substantial damage and irreparable injury by virtue of its continuing such infringement.

21. Avante is entitled to recover from Premier the damages sustained by Avante as a result of Premier's wrongful acts in an amount subject to proof at trial and an injunction preventing Premier from continuing its wrongful acts.

22. Premier has had knowledge of the '944 patent since at least April 7 and/or June 9, 2005, and did not begin offering the CTS-2 system for sale until after it was aware of the '944 patent.

23. Premier, to date, has not denied that its equipment falls within the scope of the '944 patent.

24. Upon information and belief and after an opportunity for further discovery, Premier's infringement of the '944 patent is willful and deliberate.

**COUNT II**  
**PREMIER PATENT INFRINGEMENT UNDER 35 U.S.C. § 271 OF THE '313 PATENT**

25. Avante incorporates by reference the allegations of paragraphs 1-24.

26. Premier has directly or indirectly infringed the '313 patent by making, using, selling, and/or offering for sale products that image and count paper ballots, including, but not limited to, Premier's CTS-2 system.

27. Upon information and belief, Premier has also contributed to the infringement of the '313 patent, and/or actively induced others to infringe the '313 patent, in this district and elsewhere in the United States.

28. Premier has caused and will continue to cause Avante substantial damage and irreparable injury by virtue of its continuing infringement.

29. Avante is entitled to recover from Premier the damages sustained by Avante as a result of Premier's wrongful acts in an amount subject to proof at trial and an injunction preventing Premier from continuing its wrongful acts.

30. Premier has had knowledge of the '313 patent since at least April 7 and/or June 9, 2005, and did not begin offering the CTS-2 system for sale until after it was aware of the '944 patent.

31. Upon information and belief and after an opportunity for further discovery, Premier's infringement of the '313 patent is willful and deliberate.

**COUNT III**  
**SEQUOIA PATENT INFRINGEMENT UNDER 35 U.S.C. § 271 OF THE '944 PATENT**

32. Avante incorporates by reference the allegations of paragraphs 1-31.

33. Upon information and belief, Sequoia has directly or indirectly infringed the '944 patent by making, using, selling, and/or offering for sale products that image and count paper ballots, including, but not limited to, Dominion Voting Systems' Imagecast™ (both precinct and central count). Examples of this equipment are attached as Exhibit D.

34. Upon information and belief, Sequoia has also contributed to the infringement of the '944 Patent, and/or actively induced others to infringe the '944 Patent, in this district and elsewhere in the United States.

35. Sequoia has caused and will continue to cause Avante substantial damage and

irreparable injury by virtue of its continuing such infringement.

36. Avante is entitled to recover from Sequoia the damages sustained by Avante as a result of Sequoia's wrongful acts in an amount subject to proof at trial and an injunction preventing Sequoia from continuing its wrongful acts.

37. Sequoia has had knowledge of the '944 patent since at least April 7 and/or June 9, 2005, and did not begin offering the ImageCast system for sale until after it was aware of the '944 patent.

38. Upon information and belief and after an opportunity for further discovery, Sequoia's infringement of the '944 patent is willful and deliberate.

**COUNT IV**  
**SEQUOIA PATENT INFRINGEMENT UNDER 35 U.S.C. § 271 OF THE '313 PATENT**

39. Avante incorporates by reference the allegations of paragraphs 1-38.

40. Sequoia has directly or indirectly infringed the '313 patent at a minimum by making, using, selling, and/or offering for sale products that image and count paper ballots, including, but not limited to, Dominion Voting Systems' Imagecast™.

41. Upon information and belief, Sequoia has also contributed to the infringement of the '313 patent, and/or actively induced others to infringe the '313 patent, in this district and elsewhere in the United States.

42. Sequoia has caused and will continue to cause Avante substantial damage and irreparable injury by virtue of its continuing infringement.

43. Avante is entitled to recover from Sequoia the damages sustained by Avante as a result of Sequoia's wrongful acts in an amount subject to proof at trial and an injunction preventing Sequoia from continuing its wrongful acts.

44. Sequoia has had knowledge of the '313 patent since at least April 7 and/or June 9,



2005, and did not begin offering the ImageCast system for sale until after it was aware of the '944 patent.

45. Upon information and belief and after an opportunity for further discovery, Premier's infringement of the '313 patent is willful and deliberate.

**WHEREFORE**, Avante respectfully requests that the Court enter a judgment as follows:

A. That Premier and Sequoia have infringed the '944 and '313 patents under 35 U.S.C. § 271;

B. Permanently enjoining and restraining Premier and Sequoia, their officers, directors, agents, servants, employees, licensees, successors, assigns, those in active concert and participation with them, and all persons acting on their behalf or within their control under 35 U.S.C. § 283 from further acts that infringe the '944 and '313 patents, including, but not limited to, making, using, selling, offering to sell, importing, exporting, advertising, or otherwise using, contributing to the use of, or inducing the use of all infringing equipment produced by Premier and Sequoia;

C. Requiring Defendants to:

1. Send a copy of any decision in this case in favor of Avante to each person or entity to whom Premier and Sequoia have sold or otherwise distributed any products found to infringe the '944 and '313 patents, or induced to infringe the '944 and '313 patents, and informing such persons or entities of the judgment and that the sale or solicited commercial transaction was wrongful;

2. Recall and collect from all persons and entities that have purchased wholesale or are a distributor of any and all products found to infringe the '944 and '313 patents that were made, offered for sale, sold, or otherwise distributed by Premier and Sequoia, or anyone acting on its behalf;

3. Destroy or deliver to Avante all infringing equipment produced by Premier and Sequoia; and

4. File with the Court and serve upon Avante, within thirty (30) days after entry of final judgment in this case, a report in writing and subscribed under oath setting forth in detail the form and manner in which Premier and Sequoia have complied with the Court's orders as prayed for.

D. Awarding Avante patent infringement damages and pre-judgment interest pursuant to 35 U.S.C. § 284 including, but not limited to, lost profits and/or a reasonable royalty;

E. Awarding Avante treble damages for willful infringement pursuant to 35 U.S.C. § 284;

F. Declaring the case exceptional and awarding Avante reasonable costs and attorneys fees pursuant to 35 U.S.C. § 285;

G. Granting Avante such other and further relief as justice and equity may require.

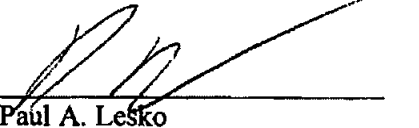
**JURY DEMAND**

Avante requests a jury trial.

Respectfully submitted,  
AVANTE INTERNATIONAL TECHNOLOGY INC.

By its attorneys,  
SIMMONSCOOPER LLC

Dated: April 25, 2008

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